

EXHIBIT 1

PROMISSORY NOTE

\$ 923,730.63

March 11, 2021

FOR VALUE RECEIVED, **Chaim Porges**, a having an address at 223 Spencer Street, Brooklyn NY promises to pay

Abraham Kleinman, an individual with an address at c/o 225 Broadway 39th Floor, New York, New York 10007 (the "Lender") the sum of Nine Hundred Twenty Three Thousand Seven hundred Thirty and 63/100 (\$923,730.63) dollars with interest thereon at the rate of eight (8%) percent per annum ("Interest") payable no later than twelve (12) months from the date hereof at 4:00 pm EST ("Maturity Date").

No Interest shall be payable for the first two (2) months from the date hereof.

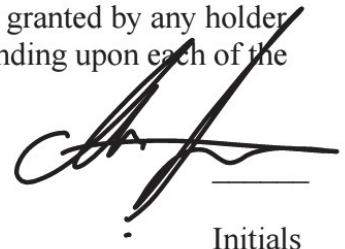
Interest shall be calculated on a 360-day year consisting of 12 months of the actual number of calendar days in such month.

The obligations represented by this instrument may be prepaid in whole or in part without penalty.

This note shall, at the option of any holder thereof, be immediately due and payable upon the occurrence of any of the following: 1) Failure to make any payment due hereunder within 10 days of its due date; 2) Upon the death, incapacity, dissolution or liquidation of any of the undersigned, or any endorser, guarantor or surety hereto; 3) Upon the filing by any of the undersigned of an assignment for the benefit of creditors, bankruptcy or other form of insolvency or by suffering an involuntary petition in bankruptcy or receivership not vacated within thirty (30) days.

If this Note is given to an attorney for collection or enforcement, or if suit is brought for collection or enforcement, or if it is collected or enforced through probate, bankruptcy, or other judicial proceeding, then Borrower shall pay Payee all costs of collection and enforcement, including reasonable attorney's fees and court costs in addition to other amounts due.

No modification or indulgence by any holder hereof shall be binding unless in writing; and any indulgence on any one occasion shall not be an indulgence for any other or future occasion. Any written modification or change in terms, hereunder granted by any holder hereof, and consented to by the undersigned, shall be valid and binding upon each of the undersigned.



Initials

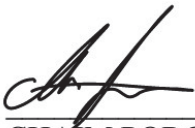
The rights of any holder hereof shall be cumulative and not necessarily successive.

If any provision of this Note or the application thereof shall, for any reason and to any extent, be invalid or unenforceable, neither the remainder of this Note nor the application of the provision to other persons, entities or circumstances shall be affected thereby, but instead shall be enforced to the maximum extent permitted by law.

In the event of a default, interest will accrue the maximum amount permitted by law. In no event shall this note ever exceed the maximum interest rate permitted by law.

The covenants, obligations and conditions herein contained shall be binding on and inure to the benefit of the heirs, legal representatives, and assigns of the parties hereto.

This Note shall be construed, governed and enforced in accordance with the laws of the State of New York.



CHAIM PORGES

Dated: March 11, 2021

Affirmed (for religious reasons) to me this
11th day of March, 2021

Jason J. Rebhun

Notary Public

Jason J. Rebhun, Esq.

Notary Public - State of New York

No.: 01RE6121409

Qualified in Rockland County

Commission Expires 1/18/2025